

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

INVESTIGATION INTO DELAPLAIN	)	CASE NO.
DISPOSAL COMPANY	)	89-218

O R D E R

On December 1, 1989, the Commission entered an Order in this proceeding adopting a settlement agreement between Commission Staff and Delaplain Disposal Company ("Delaplain"). The settlement agreement resolved all issues in this show cause proceeding against Delaplain, including the charging of tap-on fees of \$2,500 to six industrial customers without Commission approval. The terms of the settlement agreement required Delaplain to refund \$2,000 of the \$2,500 tap-on fee to each of the six industrial customers within one year of the date of entry of the Commission's Order. Proof that all reimbursements had been made was ordered to be forwarded to the Commission within the same time period. When the Commission did not receive proof that the reimbursements were made within the allotted time, the Executive Director's office notified Delaplain that it was in violation of the Commission's Order.

In response, on February 13, 1991, Delaplain filed a motion with the Commission to reopen this proceeding and to schedule a conference with Staff to afford Delaplain the opportunity to explain its failure to comply with the terms of the December 1,

1989 Order. At the conference, Delaplain informed Staff that it was financially unable to issue the ordered refunds and provided Staff with documentation relating to its financial condition. Delaplain also stated at the conference that it believed at least some of the six commercial customers who are still owed refunds would agree to waive the refund. Delaplain agreed to provide Staff with information concerning the willingness of the six commercial customers to waive the refund, and that information was filed on March 29, 1991.

Delaplain professes to have obtained an agreement from four of the six industrial customers to waive the \$2,000 refund due them. Delaplain requests that the other two customers be given "credit memorandums" in the amount of \$2,000 each, to apply against their future sewage bills. If the six customers do, in fact, agree to this proposal, and if the Commission approves the arrangement, it will entail a modification of the Commission's Order of December 1, 1989.

Having reviewed the evidence of record and being otherwise sufficiently advised, the Commission finds that it will consider Delaplain's proposal if the following documentation is filed with the Commission on or before June 30, 1991:

1. An executed "Waiver of Refund of Tap-On Fee," which is attached hereto and incorporated herein as Exhibit A, from all customers willing to waive the refund in its entirety.
2. An executed "Waiver of Cash Refund of Tap-On Fee," which is attached hereto and incorporated herein as Exhibit B, from all customers willing to waive a cash refund of the \$2,000 and to

accept, in lieu thereof, a "credit memorandum" in the amount of \$2,000 each, to apply against the customer's future sewage bills.

3. The "Memorandum of Agreement," which is attached hereto and incorporated herein as Exhibit C, after it has been executed by all six industrial customers. Each of the six customers shall execute Exhibit C simultaneously with that customer's execution of Exhibit A or Exhibit B, whichever is applicable to the particular customer. Proof of simultaneous execution shall be shown by the date of execution of each document.

IT IS THEREFORE ORDERED that Delaplain shall file the documentation described in paragraphs 1 through 3 above no later than June 30, 1991. If said information is not filed with the Commission by that date, the cash refunds due the six customers shall become due and payable no later than July 15, 1991.

Done at Frankfort, Kentucky, this 24th day of May, 1991.

PUBLIC SERVICE COMMISSION

  
Chairman

  
Vice Chairman

  
Commissioner

ATTEST:

  
Executive Director

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

INVESTIGATION INTO DELAPLAIN	)	CASE NO.
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WAIVER OF REFUND  
OF TAP-ON FEE

The undersigned does hereby acknowledge that although \_\_\_\_\_ is entitled to a refund from Delaplain (Customer) Disposal Company ("Delaplain") in the amount of \$2,000.00, representing an amount it was charged by Delaplain in excess of the amount permitted by the Public Service Commission, it nevertheless does hereby waive its right to receive such refund in cash and authorizes Delaplain to retain same.

The undersigned hereby affirms that he/she is authorized to execute this waiver of cash refund on behalf of \_\_\_\_\_ (Customer) \_\_\_\_\_ in his/her capacity as \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Customer)

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
NOTARY PUBLIC  
State-at-Large

My Commission expires: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

INVESTIGATION INTO DELAPLAIN	)	CASE NO.
DISPOSAL COMPANY	)	89-218

WAIVER OF CASH REFUND  
OF TAP-ON FEE

The undersigned does hereby acknowledge that although \_\_\_\_\_ is entitled to a  
(customer)  
cash refund from Delaplain Disposal Company ("Delaplain") in the  
amount of \$2,000.00, representing an amount it was charged by  
Delaplain in excess of the amount permitted by the Public Service  
Commission, it nevertheless does hereby waive its right to receive  
such refund in cash and authorizes Delaplain instead to issue it a  
"credit memorandum" in the amount of \$2,000.00, which amount will  
be applied against its future sewage bills.

The undersigned affirms that he/she is authorized to execute  
this waiver of cash refund on behalf of \_\_\_\_\_  
(customer)  
in his/her capacity as \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Customer)

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
NOTARY PUBLIC  
State-at-Large

My Commission expires: \_\_\_\_\_

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

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INVESTIGATION INTO DELAPLAIN	)	CASE NO.
DISPOSAL COMPANY	)	89-218

**MEMORANDUM OF AGREEMENT**

The undersigned do hereby acknowledge, understand, and agree to the following:

1. That as a customer of Delaplain Disposal Company ("Delaplain"), it is entitled to a refund from Delaplain in the amount of \$2,000.00, representing an amount it was charged by Delaplain in excess of the amount permitted by the Public Service Commission.

2. That of the six customers owed refunds by Delaplain pursuant to the Commission's Order in this proceeding, some customers have signed waivers whereby the refund is waived in its entirety, whereas others have waived a cash refund in lieu of a \$2,000.00 "credit memorandum" to be applied toward future sewage bills.

3. Each customer signing this agreement has signed on the same date either a "Waiver of Refund of Tap-On Fee" or a "Waiver of Cash Refund of Tap-On Fee."

AGREED TO:

\_\_\_\_\_  
(customer) \_\_\_\_\_ (date)  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
NOTARY PUBLIC  
State-at-Large

My Commission expires: \_\_\_\_\_

AGREED TO:

\_\_\_\_\_  
(customer) \_\_\_\_\_ (date)  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
NOTARY PUBLIC  
State-at-Large

My Commission expires: \_\_\_\_\_

AGREED TO:

\_\_\_\_\_  
(customer) \_\_\_\_\_ (date)  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
NOTARY PUBLIC  
State-at-Large

My Commission expires: \_\_\_\_\_

AGREED TO:

\_\_\_\_\_  
(customer) \_\_\_\_\_ (date)  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
NOTARY PUBLIC  
State-at-Large

My Commission expires: \_\_\_\_\_

AGREED TO:

\_\_\_\_\_  
(customer) \_\_\_\_\_ (date)  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
NOTARY PUBLIC  
State-at-Large

My Commission expires: \_\_\_\_\_

AGREED TO:

\_\_\_\_\_  
(customer) \_\_\_\_\_ (date)  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
NOTARY PUBLIC  
State-at-Large

My Commission expires: \_\_\_\_\_